

JAMIE LYNN GALLIAN
16222 MONTEREY LANE UNIT 376
HUNTINGTON BEACH, CA 92649
714-321-3449
JAMIEGALLIAN@GMAIL.COM

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA-SANTA ANA DIVISION

Case No.: 8:21-BK-11710-SC

IN RE:

JAMIE LYNN GALLIAN
DEBTOR

OPPOSITION TO CHAPTER 7 TRUSTEE
AND HUNTINGTON BEACH GABLES
4TH STIPULATION AS UNNECESSARY
AS STATE COURT CROSS-COMPLAINT
CASE NO. 30-2020-01163055, FILED BY
HUNTINGTON BEACH GABLES
AGASINT DEBTOR WAS DISMISSED
REGARDING UNIFORM VOIDABLE
TRANSACTIONS ACT (UVTA) ON
AUGGUST 7, 2024, DOC NO. 465;
DECLARATION OF JAMIE LYNN
GALLIAN

TO THE HONONRABLE SCOTT C CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, CHAPTER 7 TRUSTEE
JEFFREY GOLDEN, HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION
AND COUNSEL ROBERT GOE;

DECLARATION OF JAMIE LYNN GALLIAN

On October 2, 2024, Debtor received a 4th Stipulation between the Chapter 7 Trustee
Jeffrey Golden and Huntington Beach Gables Attorney Robert Goe, continuing a Stipulated

OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS
UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-01163055, FILED BY
HUNTINGTON BEACH GABLES AGASINT DEBTOR WAS DISMISSED REGARDING UNIFORM
VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGGUST 7, 2024, DOC NO. 465; DECLARATION OF
JAMIE LYNN GALLIAN - 1

1 Agreement until approximately April 2025.

2 Debtor sent an email to the attorney's and asked for an explanation why a 4th Stipulation
3 is necessary between two attorney's involving Debtor's Chapter 7 case.

4 Although Debtor is not an attorney, courtesy would dictate that one of the Officers of the
5 Court would answer Debtor's email with an explanation. However this was not the case.

6 What the Debtor does know for sure, on October 31, 2018, Debtor sold her primary
7 residence located at 4476 Alderport Drive Unit 53, Huntington Beach, CA 92649, to a bona fide
8 purchaser Randall Nickel, for value, and used the exempt proceeds on November 1, 2018, to
9 purchase Debtors current residence, a personal property 2014 Skyline Custom Villa
10 Manufactured Home LBM 1081, occupied by Debtor for 6 years as Debtors personal residence
11 since the day she purchased it and still a defendant in a 6 year old UD case no. 30-2019-
12 01041423, now a second UD case no 30-2023-01316057, filed after this Court granted Houser
13 Bros. relief from stay on or about February 16, 2023. This Court has to be asking itself, what in
14 the world is going on..... Talk about wasting judicial resources. When Ms. Gallian was told by
15 the Judicial Officer Honorable Scott C. Clarkson on or about April 23, 2023, during Trial, Judge
16 Clarkson told the Debtor she could waive her discharge, "Get her Life back" Debtor wants this
17 the Court to know that before the District Court ruling, Debtor asked for help from Trustee
18 Golden and his attorney Aaron De Leest to assist Debtor to prepare a waiver of Debtor's
19 Discharge. Both attorney's said at the same time, "The waiver is gone, you cannot do that now."

20 Since the day Debtor sold her home (over 6 years ago) to Mr. Nickel, the Huntington
21 Beach Gables Homeowners Association, Board Members, led by former Gables HOA Attorney

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OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS
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JAMIE LYNN GALLIAN - 2

1 Janine Jasso, continue to conspire with Houser Bros Co., the owner of the Real Property at the
2 GABLES APN 178-771-03, purchased by Houser Bros. in approximately March 1964, thereafter
3 Houser entered into an 80 year Ground Leasehold ("Leased-Land") with Robert P. Warmington,
4 an individual, thereafter subleased to The Robert P. Warmington Co.
5

6 The Robert P. Warmington Co. proposed to build multi-family apartment homes and
7 convert the apartment homes through a recorded Condominium Plan to air-space condominiums
8 pursuant to recorded CC&Rs, May 28, 1980, Official Records, Clerk Recorder, County of
9 Orange. However, the City of Huntington Beach Planning Department and the City Attorney
10 reviewed the CC&Rs and said, "Not so fast."
11

12 The Warmington Plan to build air-space condominiums on leased land violated the City's
13 Ordinance Code. Therefore, Houser Bros and Warmington Co. amended the CC&Rs to grant
14 and convey certain fee interests to the consumers. The First Amendment to the CC&Rs were
15 recorded August 5, 1980 Instrument No. 8005. However every consumer and owner pays an
16 unconscionable unlawful ground-lease and subcondominium sublease only to line the Houser
17 pockets and the pockets of BS Investors. The Warmington/Houser 1979 Groundlease is not
18 recorded on the land where the Gables Condominiums are built. It is recorded in the land
19 originally owned by Lomita Land and Water Company, sold to Huntington Harbour Corporation,
20 Grant Deed to the Ocean View School District and eventually City of Huntington Beach.
21

22 This is where Jamie Gallian comes in. Approximately 2016, she received two bills for the
23 same [real property], where she was living at the Gables; one from the Orange County Tax
24 Assessor, approximately \$4000.00, and the second bill for over \$8000.00, from an entity
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27 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS
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JAMIE LYNN GALLIAN - 3

1 claiming to be the Ground Lessor and sometimes claimed to be the Ground Tenant, called BS
2 Investors, filed by Hugh Saddington, President and General Partner, BS Investors, and LPL and
3 their Attorney Gordon May, Esq. Irvine, CA. Official Records, Clerk Recorder, County of
4 Orange.
5

6 Debtor became alarmed because although working as a Flight Attendant is a wonderful
7 job, the pay is not such to afford the tax assessors bill and a ground rent both for the same dirt,
8 Debtor began to investigate. The concept of paying "RENT" for the ground under her home was
9 unsettling, considering she was conveyed certain Fee Interests in the First Amendment to the
10 CC&Rs recorded 8/5/1980, instrument no 8005, and paid the Orange County Tax Assessor's
11 Assessments for the same ground.
12

13 I am going to digress here, because eventually Debtor sold her interests in the Gables and
14 moved out of the Gables. However, for the past 6 years the purchaser of Debtor's interest,
15 Randall Nickel has been embroiled in a litigious lawsuit with the Huntington Beach Gables
16 Homeowners Association. The HOA claiming that Debtor still owns the Alderport home she sold
17 to Mr. Nickel six years ago. Debtor believes this to be the reason why the Gables HOA and the
18 Trustee are continuing to enter into now a 4th Stipulation. However the Nickel v Gables HOA, et
19 al case settled and debtor was dismissed from the Gables HOA Cross-Complaint.
20

21 The Gables HOA attempted to foreclose on the Alderport home by nonjudicial
22 foreclosure spear-headed by former Gables Attorney Janine Jasso, throughout the Covid-19,
23 using the fact Courts were closed and then backlogged for years when they did eventually open.
24 Mr. Nickel's title was clouded by the Gables HOA filing a Lis Pendens. Eventually Mr. Nickel
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JAMIE LYNN GALLIAN - 4

1 filed a multi-million dollar lawsuit against Gables HOA Attorney Janine Jasso, other Gables
2 Board Members, Elite Management Co. just about everyone, except one person, **DEBTOR**.

3 Over at the Mobilehome Park, Gallian was faced with her own problems beginning with
4 Houser Bros Co. refusing to enter into a Lease Agreement for the pad, the 2014 manufactured
5 home sits on. Refusing to consider any other Applications by Prospective Purchasers, so Gallian
6 could sell and get away; Houser Bros Co. attorney Vivienne Alston, also claiming judicial
7 officers at CJC, and very vocally in fact to Debtors attorney Steven A. Fink, Newport Beach,
8 claiming that Debtor still owned the Alderport home and that the Gables, BS Investors, Houser
9 Bros, would never recognize Purchaser Randal Nickel as a bona fide purchaser of Alderport or
10 Debtor, Jamie Gallian, a bona fide purchaser of the Ryan 2014 Skyline Custom Villa
11 manufactured home sold to Gallian pursuant to a Court Order issued by Judicial Officer Carmen
12 Luege. For 6 years, both Randal Nickel and Jamie Gallian have been held hostage in their
13 homes, by several attorney's including, Janine Jasso, Esq.; Robert Goe, Esq.; Stanley Feldsott,
14 Esq.; Austin Nichter, Esq.; Vivienne Alston, Esq.; Donald Diebold, Esq.;
15 Rancho Del Rey Park Operator, Houser Bros Co.; Park Management, Five STAR;
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20 There is no reason the Chapter 7 Trustee with his counsel and Robert Goe counsel for
21 Huntington Beach Gables need a Fourth Stipulation. Enough already. The Nickel v Huntington
22 Beach Gables civil suit settled August 7, 2024, and Debtor has been dismissed as a cross-
23 defendant August 7, 2024. Unless there is something that the Trustee and Mr, Goe know
24 something different and are willing to share it with the Court, the Stipulation should be denied.
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27 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS
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JAMIE LYNN GALLIAN - 5

1 I declare under penalty of perjury the foregoing to be true and correct.

2 SIGNED THIS 3RD DAY OF OCTOBER 2024, AT HUNTINGTON

3 BEACH, CA, COUNTY OF ORANGE.

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5 JAMIE LYNN GALLIAN

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JAMIE LYNN GALLIAN - 6

EXHIBIT 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Austin Nichter (Bar # 289253) Feldsott, Lee & Nichter 23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653 TELEPHONE NO.: (949) 729-8002 FAX NO. (Optional): (949) 729-8012 E-MAIL ADDRESS (Optional): anichter@cahoalaw.com ATTORNEY FOR (Name): The Huntington Beach Gables Homeowners Association, Cross-Complainant		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: Same CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF/PETITIONER: Randall L. Nickel, et al. DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.		
REQUEST FOR DISMISSAL		CASE NUMBER: 30-2020-01163055
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)		

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) ☐ With prejudice (2) ☒ Without prejudice
- b. (1) ☐ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed by (name): on (date):
- (4) ☐ Cross-complaint filed by (name): on (date):
- (5) ☐ Entire action of all parties and all causes of action
- (6) ☒ Other (specify):* Dismiss Cross-Complaint filed on November 9, 2020, as to Cross-Defendant Jamie L. Gallian, an individual, only

2. (Complete in all cases except family law cases.)
The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: August 7, 2024
Austin Nichter
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY) (SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☒ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**
Date: _____ (SIGNATURE)
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response. (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

- (To be completed by clerk)
4. ☒ Dismissal entered as requested on (date): 08/07/2024
5. ☐ Dismissal entered on (date): as to only (name):
6. ☐ Dismissal not entered as requested for the following reasons (specify):
7. a. ☐ Attorney or party without attorney notified on (date):
b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: 08/07/2024 Clerk, by L. Arnold, Deputy
DAVID H. YAMASAKI, Clerk of the Court L. Arnold

PLAINTIFF/PETITIONER: Randall L. Nickel, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.	30-2020-01163055

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 88637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in Item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

CIV-120

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Austin Nichter (Bar # 289253) Feldsott, Lee & Nichter, 23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653 TELEPHONE NO.: (949) 729-8002 FAX NO.: (949) 729-8012 E-MAIL ADDRESS: anichter@cahoalaw.com ATTORNEY FOR (Name): The Huntington Beach Gables Homeowners Association, Cross-Complainant		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: Same CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF/PETITIONER: Randall L. Nickel, et al. DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.		
NOTICE OF ENTRY OF DISMISSAL AND PROOF OF SERVICE <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Unlimited Civil		CASE NUMBER: 30-2020-01163055

TO ATTORNEYS AND PARTIES WITHOUT ATTORNEYS: A dismissal was entered in this action by the clerk as shown on the Request for Dismissal. (Attach a copy completed by the clerk.)

Date: August 12, 2024

Austin Nichter

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PROOF OF SERVICE

1. I am over the age of 18 and not a party to this cause. My residence or business address is:
23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653
2. ☐ I am a resident of or employed in the county where the mailing occurred. I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by mailing them, in a sealed envelope with postage fully prepaid, as follows:
 - a. ☐ I deposited the envelope with the United States Postal Service.
 - b. ☐ I placed the envelope for collection and processing for mailing following this business's ordinary practice with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
 - c. Date of deposit: d. Place of deposit (city and state):
 - e. Addressed as follows (name and address):
3. ☐ I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by personally delivering copies as shown below:
 - a. Name of person served:
 - b. Address at which person served:
 - c. On (date): d. At (time):
4. ☒ I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by electronically serving copies as shown below (complete if electronic service is used based on a court order or agreement of the parties):
 - a. Name of person served:
 - b. Electronic service address of person served:
 - c. On (date): d. At (time):
 - e. Electronic service address from which I served the documents:
- ☒ Proof of electronic service is attached.
5. ☐ Proof of service on additional parties is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 12, 2024

Ivan K. Reyes

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Page 1 of 1

POS-050/EFS-050

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 289253 NAME: Austin Nichter FIRM NAME: Feldsott, Lee & Nichter STREET ADDRESS: 23161 Mill Creek Drive, Suite 300 CITY: Laguna Hills STATE: CA ZIP CODE: 92653 TELEPHONE NO.: (949) 729-8002 FAX NO.: (949) 729-8012 E-MAIL ADDRESS: anichter@cahoalaw.com ATTORNEY FOR (name): The Huntington Beach Gables Homeowners Association, Cross-Complainant	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: Same CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 30-2020-01163055
PLAINTIFF/PETITIONER: Randall L. Nickel, et al. DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.	JUDICIAL OFFICER: Hon. Deborah Servino
PROOF OF ELECTRONIC SERVICE	DEPARTMENT: C21

1. I am at least 18 years old.

a. My residence or business address is (specify):

23161 Mill Creek Drive, Suite 300
Laguna Hills, CA 92653

b. My electronic service address is (specify): ireyes@cahoalaw.com

2. I electronically served the following documents (exact titles):

Request for Dismissal

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:

a. Name of person served:

On behalf of (name or names of parties represented, if person served is an attorney):

b. Electronic service address of person served :

c. On (date):

☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: August 12, 2024

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Ivan K. Reyes

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Page 1 of 1

POS-050(P)/EFS-050(P)

SHORT TITLE: Nickel vs. The Huntington Beach Gables HOA	CASE NUMBER: 30-2020-01163055
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ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

<u>Name of Person Served</u> <i>(If the person served is an attorney, the party or parties represented should also be stated.)</i>	<u>Electronic Service Address</u>	<u>Date of Electronic Service</u>
Mark A. Mellor, Esq. on behalf of Randall L. Nickel	officemanager@mellorlawfirm.com; mmellor@mellorlawfirm.com	Date: <u>August 12, 2024</u>
Jamie L. Gallian	jamiegallian@gmail.com	Date: <u>August 12, 2024</u>
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____

EXHIBIT 2

From: Mark Mellor mmellor@mellorlawfirm.com
Subject: RE: Gallian Deposition and Order to release Condominium from Bankruptcy stay
Date: July 5, 2024 at 11:52 AM
To: OC Services bobwentflying@yahoo.com
Cc: Jamie Gallian jamiegallian@gmail.com, R.nickelproperties@yahoo.com R.NickelProperties@yahoo.com, Teresa Snyder tsnyder@mellorlawfirm.com, Valerie Ramirez vramirez@mellorlawfirm.com



Ms. Gallian:

The trustee has abandoned any and all interest it may have in the condominium unit that is part of our action. The order states:

The trustee "seeks to abandon the Estate's claims against Randall L. Nickel ("Nickel") arising solely out of the October 25, 2018 transfer (the "Transfer") of the Debtor's interest in the property commonly known as 4476 Alderport Dr. #53, Huntington Beach, California 92649 (the "Property") to Nickel (collectively, the "Claims"), including any claims under the Uniform Voidable Transactions Act (California Civil Code §§ 3439 et seq.) and 11 U.S.C. § 544.

If you recall when you originally filed your bankruptcy petition you asserted that you still had an interest in the condominium you sold to Mr. Nickel, giving rise to the HOA's allegations that you fraudulently sold the condo to Mr. Nickel, under the uniform voidable transfers act. You subsequently changed that language in your amended schedules filed in the Bankruptcy matter following our discussion about same and the Trustee subsequently abandoned any interest your estate had in the condo you sold to Mr. Nickel. Our case moved forward as a result.

Now, if you are asserting some right you think you have to avoid appearing at your noticed deposition and/or going to trial on the Gables HOA's Cross-Complaint, then I would encourage you to seek Bankruptcy counsel to advise you on the assertion of the Bankruptcy Stay in that regard. As to that assertion, I cannot advise you because I am not a Bankruptcy Law expert.

Anyway, that is the reason for the ex-parte notice and I would encourage you to plan on appearing at that hearing, as a result, in order to avoid the HOA succeeding in continuing our trial on August 12, 2024. It is my perception that HOA counsel are completely unprepared to go to trial in this matter.

Should you have any further questions, or concerns, please do not hesitate to call.

Very truly yours,

MARK A. MELLOR, ESQ.
THE MELLOR LAW FIRM
6800 Indiana Avenue
Suite 220
Riverside, CA 92506
951-222-2100 tel.
951-222-2122 fax
www.mellorlawfirm.com

www.mellorlawfirm.com

IRS Circular 230 Disclosure: Pursuant to Internal Revenue Service Circular 230, only formal opinions satisfying specific requirements may be relied on for the purpose of avoiding certain penalties under the Internal Revenue Code. Any tax advice contained in this communication (including attachments) does not constitute a formal opinion satisfying such requirements. Accordingly, we must advise you that any such tax advice was not intended or written to be used, and cannot be used, by you or any other person as such an opinion for the purpose of (i) avoiding penalties imposed under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matters addressed herein.

This message and any attached documents contain information from THE MELLOR LAW FIRM, APLC that may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.



Please consider the environment before printing this e-mail.

From: OC Services <bobwentflying@yahoo.com>
Sent: Friday, July 5, 2024 11:16 AM
To: Mark Mellor <mmellor@mellorlawfirm.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>
Subject: Fwd: TRUSTEE AND HB GABLES stip



132. 08-29-22

Truste...kel.pdf

RECEIVED

AUG 29 2022

THE MELLOR LAW FIRM

ERIC P. ISRAEL (State Bar No. 132426)

eisrael@DanningGill.com

AARON E. DE LEST (State Bar No. 216832)

adelest@DanningGill.com

DANNING, GILL, ISRAEL & KRASNOFF, LLP

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067-6006

Telephone: (310) 277-0077

Facsimile: (310) 277-5735

Attorneys for Jeffrey I. Golden,

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

Case No. 8:21-bk-11710-ES

Chapter 7

TRUSTEE'S NOTICE OF INTENT TO
ABANDON ESTATE'S INTEREST IN
CLAIMS AGAINST RANDALL L.
NICKEL RELATING TO THE
OCTOBER 2018 TRANSFER OF THE
DEBTOR'S INTEREST IN THE
PROPERTY COMMONLY KNOWN AS
4476 ALDERPORT DR. #53,
HUNTINGTON BEACH, CALIFORNIA
92649

(No Hearing Required)

TO ALL CREDITORS AND INTERESTED PARTIES:

PLEASE TAKE NOTICE THAT Jeffrey I. Golden, as the Chapter 7 trustee (the "Trustee") for the bankruptcy estate (the "Estate") of Jamie Lynn Gallian (the "Debtor"), seeks to abandon the Estate's claims against Randall L. Nickel ("Nickel") arising solely out of the October 2018 transfer (the "Transfer") of the Debtor's interest in the property commonly known as 4476 Alderport Dr. #53, Huntington Beach, California 92649 (the "Property") to Nickel (collectively, the "Claims"), including any claims under the Uniform Voidable Transactions Act (California Civil Code §§ 3439 et seq.) and 11 U.S.C. § 544.

10/19/22.2 27664

1

The Trustee has investigated the Claims relating to the Transfer of the Property and has concluded that there is little to no value to the Estate in pursuing the Claims because the Trustee is not likely to recover more than the fees and costs to be incurred by the Estate. Accordingly, the Trustee believes that the Claims are burdensome to the Estate and of inconsequential value to the Estate. Therefore, the Trustee hereby gives notice of his intention to abandon the Claims.

NOTICE IS ALSO GIVEN that, pursuant to Local Bankruptcy Rule 6007-1 and 9013-1(o)(3), any objection and request for a hearing must, not later than fourteen days from the date of service of this notice, plus an additional three days if served by mail or pursuant to Fed. R. Civ. P. 50(b)(2)(D) or (F), be filed with the Clerk of the Bankruptcy Court and served on: (1) Jeffrey I. Golden, Trustee, 650 Town Center Drive, Suite 600, Costa Mesa, CA 92626; (2) the Office of the United States Trustee at 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701; and (3) counsel for the Trustee whose addresses is listed on the top left hand corner of this notice.

Pursuant to Local Bankruptcy Rule 6007-1(d), if no timely objection and request for a hearing are filed and served, the Trustee will take the intended action without further notice or order of the Court. Any objections not timely filed and properly served will be deemed waived. Pursuant to Local Bankruptcy Rule 6007-1(d)(2), the Trustee may lodge a proposed order confirming the Trustee's abandonment of the Check but is not required to do so.

NOTICE IS ALSO GIVEN that, in the event that the Trustee receives an acceptable offer to purchase the Claims before the expiration of the objection period set forth herein, the Trustee reserves the right to withdraw this notice and seek Court approval of a sale of the Claims to the highest bidder.

DATED: August 25, 2022 DANNING, GILL, ISRAEL & KRASNOFF, LLP

By:

/s/ Aaron E. de Lest

AARON E. DE LEST
Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee

DATE OF MAILING: August 25, 2022

10/19/22.2 27664

2

PROOF OF SERVICE OF DOCUMENT

ADDITIONAL SERVICE INFORMATION (if needed):

I am not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Suite 450, Los Angeles, CA 90087-6006.

Copy of the foregoing document entitled (specify): TRUSTEE'S NOTICE OF INTENT TO SERVE INTEREST IN CLAIMS AGAINST RANDALL L. NICKEL RELATING TO THE OCTOBER 2018 DEBTOR'S INTEREST IN THE PROPERTY COMMONLY KNOWN AS 4476 ALDERPORT DR, BEACH, CALIFORNIA 92649, will be served or was served (a) on the judge in chambers in the manner required by LBR 5005-2(d); and (b) in the manner stated below:

BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Order 11, the foregoing document will be served by the court via NEF and hyperlink to the document. I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: ☒ Service Information continued on attached page.

UNITED STATES MAIL: On August 25, 2022, I served the following persons and/or entities at the address in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy of the foregoing document in the United States mail, first class, postage prepaid, and addressed as follows. Listing below a declaration that mailing to the judge will be completed no later than 24 hours after the

☒ Service Information continued on attached page.

BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on August 25, 2022, I served the following persons and/or entities by personal delivery, overnight mail service, facsimile transmission, or email as follows. I consented in writing to such service method(s), by facsimile transmission and/or email as follows. Listing below a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed. ☐ Service Information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Vivian Servin
Printed Name

/s/ Vivian Servin
Signature

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)
adeleest@danninggill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com

Jeffrey I Golden (TR)
lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com
courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com
courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com
courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)
eIsrael@danninggill.com, danninggill@gmail.com; cisrael@ecf.inforuptcy.com

Laila Masud on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Courtesy NEF
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

This form has been approved for use by the United States Bankruptcy Court for the Central District of California.

F 9013-3.1.PROOF.SERVICE

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June 2012 F 9013-3.1.PRO

behalf of Interested Party Courtesy NEF
nm.com, mcllommr79158@notify.bestcase.com

behalf of Interested Party Courtesy NEF claims@recoverycorp.com

tee (SA) uslpreion16.sa.ecf@usdoj.gov

J.S. MAIL

SP #376
A 92649
The Honorable Erihe Smith
U.S. Bankruptcy Court
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

ment Dept.
HC 92E
80-0001
Franchise Tax Board
Bankruptcy Section MS: A-340
P.O. Box 2952
Sacramento, CA 95812-2952

et, Suite 2030,
1-4500
Association of Flight Attendants
625 No. River Road Ste. 4020
Rosemont, IL 60018

Director
-4515
David R. Flyer
4120 Birch St. Ste. 101,
Newport Beach, CA 92660-2228

rita, CA 92688-
Gordon Rees Scully & Mansukhani
5 Park Plaza Ste. 1100
Irvine, CA 92614-8502

ry Estates
A 92649-6214
Houser Bros. Co. dba Rancho Del
Rey Mobile Home Estates
17610 Beach Blvd Ste. 32
Huntington Beach, CA 92647-6876

bles HOA
Ste. 300 Laguna
7
Huntington Beach Gables
Homeowners Associati
Epstein, Grinnel & Howell, APC
10200 Willow Creek Rd Ste 100
San Diego CA 92131-1655

Houser Bros. Co. dba Rancho Del Rey
Mobile H
c/o Marshack Hays LLP
870 Roosevelt
Irvine, CA 92620-3663

BS Investors
Robert P. Warrington C/o
Gordon May Grant, Genovese &
Baratta
2030 Hain St. Ste. 1600
Irvine, CA 92614

Feldsott & Lee
23161 Mill Creek Drive Ste 300
Laguna Hills, CA 92653-7907

Gordon Rees Scully & Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071-2005

Houser Brothers Co.
dba Rancho Del Rey Mobile Home Est.
17610 Beach Blvd. Ste. 32
Huntington Beach, CA 92647-6876

Huntington Harbor Village
16400 Saybrook
Huntington Beach, CA 92649-2277

Huntington Mobile Home Inv. LLC.
430 S. San Dimas Ave.
San Dimas CA 91773-4045

Hyundai Capital America
PO BOX 269011
Plano, TX 75026-9011

Internal Revenue Service Insolvency
PO BOX 7346
Philadelphia, PA 19101-7346

J-pad, LLC
2702 N Caff Street
Orange, CA 92865-2417

Janine Jasso
16025 Warrington Lane
Huntington Beach, CA 92649-2278

Jennifer Ann Paulin
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071-2005

Lee Gragnano
16062 Warrington Ave.
Huntington Beach CA 92649-2285

Linda Jean "Lindy" Bee
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071-2005

Lori Ann Burrett
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071-2005

Huntington Mobile Home Investments
16400 Saybrook Lane
Huntington Beach, CA 92649-2277

Hyundai Capital America
PO BOX 269011
Plano, TX 75026-9011

J-Sandcastle Co, LLC
16222 Monterey Ln Unit 376
Huntington Beach CA 92649-2258

James H Cosello
Casello & Lincoln,
525 N Cabrillo Park Dr. Ste 104
Santa Ana, CA 92701-5017

JANINE JASSO
PO BOX 370161
EL PASO TX 79937-0161

Jennifer Paulin
4446 Alderport Dr.
Huntington Beach, CA 92649-2286

Lee Gragnano
16062 Warrington Ave.
Huntington Beach, CA 92649-2285

Lindy Beck
4443 Chase Dr.
Huntington Beach, CA 92649-2297

Lori Burrett
16107 Harrington Lane
Huntington Beach, CA 92649-2281

Huntington Mobi
LLC
1100 Newport Be
Newport Beach, C

Internal Revenue
PO Box 7346
Philadelphia, 191

J-pad, LLC
21742 Anza Ave
Torrance, CA 901

Jamie Lynn Galli
16222 Monterey I
Huntington Beach

Janine Jasso
c/o Gordon Rees :
Mansukhani
633 W 5th Street,
Los Angeles, CA

Kia Motors Finan
PO Box 20815
Fountain Valley,

Lee S. Gragnano
c/o Gordon Rees :
Mansukhani
633 W 5th Street,
Los Angeles, CA

Lisa T. Ryan
20949 Lassen St.
Chatsworth, CA 5

Lori Burrett
16107 Sherlock L
Huntington Beach

r Law Firm 4267	Michael S. Devereux Wex Law 9171 Wilshire Blvd. Ste. 500 Beverly Hills, CA 90210-5536	Nationwide Reconveyance, LLC c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653-7908	The Huntington Beach Gables Homeowners Association c/o Epstein Grinnell & Howell, APC 10200 Willow Creek Road, Ste 100 San Diego, CA 92131	The Huntington Beach Gables Homeowners Assoc c/o Goo Forsythe & Hodges LLP 18101 Von Karman Ave, Suite 1200 Irvine, CA 92612-7119	Theodore Phillips 17612 Sandea Leo Huntington Beach
nte Defender Ste 600 4552	Orange County Public Defender 801 Civic Center Dr West Santa Ana, CA 92702	Orange County Superior Court c/o Feldsott & Lee 23161 Mill Creek Dr. Ste. 300 Laguna Hills, CA 92653-7907	Theodore R "Ted" Phill c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071-2005	US BANK PO BOX 5229 CINCINNATI OH 45201-5229	United Airlines 233 S. Hacker Dr. Chicago, IL 60606
203 1-4239	People of the St of CA 8141 13th St Westminster CA 92683-4576	Randall Nickel 11619 Inwood Drive, Riverside, CA 92503-5000	United Airlines P.O. Box 0675 Carol Stream, 60132-0675	United States Trustee (SA) 411 W Fourth St., Suite 7160 Santa Ana, CA 92701-4500	Vivienne J Alston Alston, Alston & I 27201 Puerta Real Mission Viejo, CA
1 92649-2288	Rundell Nickel c/o Mark Mellor, Esq. 6800 Indiana Ave. Ste. 220 Riverside, CA 92506-4267	Randell Nickel c/o Mark Mellor, Esq. Ste. 220 6800 Indiana Ave. Riverside, CA 92506	Jennifer Paulin 4446 Alderport Dr. Huntington Beach, CA 92649-2286	zanine Jasso 16025 Harmington Lane Huntington Beach CA 92649-2278	Jamie Lynn Gallia 16222 Monterey I. Huntington Beach
1, 2660-2228	Robert P. Warmington Co. c/o BS Investors 18201 Von Karman Ste. 450 Irvine, CA 92612-1195	Robert P. Warmington Co. c/o BS Investors LP 18201 Von Karman Ste. 450 Irvine, CA 92612-1195	Jeffrey I Golden (TR) 650 Town Center Drive, Suite 600 Costa Mesa, CA 92626-7121		
th FI)	S4 A California Limited Partnership 1001 Cove St Ste 230 Newport Beach CA 92660	Sandra L. Bradley 18 Meadowwood Coto De Caza, CA 92679-4738			
679-4738	Stanley Feldsott: Esq Feldsott & Lee 23161 Mill Creek Drive Laguna Hills, CA 92653-7907	Steven A. Fink 13 Corporate Plaza Ste. 150 Newport Beach, CA 92660-7919			
West 3907	Superior Default Services Inc c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653-7908	Suzanne Tague Ross Wolcott, Teinert, Prout 3151 Airway Ave. S-1 Costa Mesa, CA 92626-4627			
1 92649	Ted Phillips 17912 Sandra Leo Huntington Beach, CA 92649	The Huntington Beach Gables Homeowners Association c/o Epstein Grinnell & Howell APC 10200 Willow Creek Road, Ste 100 San Diego, CA 92131-1669			

atory, it has been approved for use by the United States Bankruptcy Court for the Central District of California.

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June 2012

F 9013-3.1.PRO

EXHIBIT 3



Jamie Gallian <jamiegallian@gmail.com>

In re: Jamie Lynn Gallian

3 messages

Gloria Ramos <GRamos@danninggill.com>
To: "jamiegallian@gmail.com" <jamiegallian@gmail.com>
Cc: Eric Israel <EPI@danninggill.com>

Wed, Oct 2, 2024 at 1:28 PM

Dear Ms. Gallian – attached is a copy of the following:

1. Fourth Stipulation Between the Chapter 7 Trustee and The Huntington Beach Gabes Homeowners Association to Toll Statutes of Limitations; and
2. Notice of Lodgement.

Thank you.

Gloria Ramos

Secretary to Eric P. Israel
Danning, Gill, Israel & Krasnoff, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles CA 90067-6006
(310) 277-0077 | (310) 277-5735 fax

gramos@DanningGill.com | www.DanningGill.com



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2 attachments

 F-Gallian - Fourth Stipulation between Tee and Huntington Beach Gables HOA.pdf
641K

 F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510_1.pdf
68K

Jamie Gallian <jamiegallian@gmail.com>

Thu, Oct 3, 2024 at 9:27 AM

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wgllp.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>, Austin Nichter <anichter@cahoalaw.com>

Gentlemen,

Would you kindly explain the purpose of this 4th Stipulation.

As you know I was dismissed from this case as a Cross-Defendant by the Huntington Beach Gables which is identical to their adversary complaint.

The Trustee also abandon any claims he had or interests against Randal Nickel in the Gables HOA Adversary Case and In the OCSC Nickel v Huntington Beach Gables HOA, et al.

I am unclear why you need to file a 4th Stipulation in my Chapter 7.

How does this benefit my estate, if I was dismissed from this case approximately August 7, 2024.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

----- Forwarded message -----

From: Gloria Ramos <GRamos@danninggill.com>

Date: Wed, Oct 2, 2024 at 1:29 PM

Subject: In re: Jamie Lynn Gallian

To: jamiegallian@gmail.com <jamiegallian@gmail.com>

Cc: Eric Israel <EPI@danninggill.com>

Dear Ms. Gallian – attached is a copy of the following:

1. Fourth Stipulation Between the Chapter 7 Trustee and The Huntington Beach Gabes Homeowners Association to Toll Statues of Limitations; and
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Gloria Ramos

Secretary to Eric P. Israel
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1901 Avenue of the Stars, Suite 450
Los Angeles CA 90067-6006
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641K

 F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510_1.pdf
68K

Jamie Gallian <jamiegallian@gmail.com>

Thu, Oct 3, 2024 at 9:40 AM

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wglp.com>, Austin Nichter <anichter@cahoalaw.com>, rgoe@goeforlaw.com

Cc: Jamie Gallian <jamiegallian@gmail.com>

Please see Conformed Notice of Dismissal attached.

Please kindly respond to my questions in a timely manner.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

----- Forwarded message -----

From: Jamie Gallian <jamiegallian@gmail.com>

Date: Thu, Oct 3, 2024 at 9:27 AM

Subject: Fwd: In re: Jamie Lynn Gallian

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wgllp.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>, Austin Nichter <anichter@cahoalaw.com>

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I am unclear why you need to file a 4th Stipulation in my Chapter 7.

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Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

----- Forwarded message -----

From: Gloria Ramos <GRamos@danninggill.com>

Date: Wed, Oct 2, 2024 at 1:29 PM

Subject: In re: Jamie Lynn Gallian

To: jamiegallian@gmail.com <jamiegallian@gmail.com>

Cc: Eric Israel <EPI@danninggill.com>

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2. Notice of Lodgement.

Thank you.

Gloria Ramos

Secretary to Eric P. Israel
Danning, Gill, Israel & Krasnoff, LLP

1901 Avenue of the Stars, Suite 450
Los Angeles CA 90067-6006
(310) 277-0077 | (310) 277-5735 fax

gramos@DanningGill.com | www.DanningGill.com



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3 attachments



F-Gallian - Fourth Stipulation between Tee and Huntington Beach Gables HOA.pdf

641K



F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510_1.pdf

68K



Notice of HOA Diss Gallian.pdf

5344K

EXHIBIT 4

1 ERIC P. ISRAEL (State Bar No. 132426)
etisrael@DanningGill.com
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
3 Los Angeles, California 90067-6006
Telephone: (310) 277-0077
4 Facsimile: (310) 277-5735

5 Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee
6

7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 SANTA ANA DIVISION

10
11 In re

12 JAMIE LYNN GALLIAN,

13
14 Debtor.
15

Case No. 8:21-bk-11710-SC

Chapter 7

**FOURTH STIPULATION BETWEEN
THE CHAPTER 7 TRUSTEE AND THE
HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION TO
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

16
17 This stipulation to toll statutes of limitations (the "Agreement"), dated as of October 1,
18 2024, is entered into by and between Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for
19 the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), on the one hand, and The Huntington
20 Beach Gables Homeowners Association (the "HOA"), on the other hand (collectively the "Parties"
21 and each a "Party").

22 WHEREAS, on July 9, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for
23 relief under Chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy
24 Case No. 8:21-bk-11710-SC (the "Bankruptcy Case"), which case is currently pending in the Santa
25 Ana Division of the United States Bankruptcy Court for the Central District of California, and
26 Jeffrey I. Golden was appointed as the Chapter 7 trustee for the Debtor's bankruptcy estate.

27 WHEREAS, pursuant to Sections 108 and 546 of the Bankruptcy Code, the Trustee may
28 have been required to bring certain claims and causes of action within two years of the Petition

1 Date.

2 WHEREAS, the parties previously tolled the deadline three times, the latest via a
3 stipulation dated April 2, 2024 (*docket no. 389*), and order thereon entered on or about April 9,
4 2024 (*docket no. 391*), the date by which the Trustee may have been required to file certain claims
5 against the HOA was extended to October 9, 2024.

6 NOW, THEREFORE, the Parties agree and stipulate as follows:

7 1. Capitalized terms in this Agreement not defined elsewhere shall have the following
8 meanings:

9 (a) "Claim" and/or "Claims" means any and all debts, duties, obligations,
10 agreements, contracts, promises, covenants, representations, warranties, guaranties, breaches,
11 defaults, damages, injuries, losses, demands, allegations, causes of action, actions, claims for relief,
12 orders, judgments, liens, encumbrances, levies, charges, costs, expenses, attorneys' fees and other
13 claims or liabilities of any kind, whether at law or in equity, whether known or unknown, and
14 whether concealed or revealed that could be asserted by the Trustee or the Debtor's bankruptcy
15 estate against the HOA. Without limiting the foregoing definition, which is intended to be
16 construed as broadly as possible to include any and all claims of any kind or nature, the definition
17 of "Claim" and/or "Claims" includes any and all claims under Sections 542 through 550, inclusive,
18 of the Bankruptcy Code.

19 (b) "Limitations Period" means any statute of limitations, statute of repose,
20 period of prescription, contractual period of limitation, laches, and any other rule or doctrine, at law
21 or in equity, relating to the timeliness of any Claim(s).

22 2. The running of any Limitations Period that would otherwise apply to any Claims
23 that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby tolled
24 through April 9, 2025 (the "Expiration Date") and the HOA hereby waives the invocation of any
25 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or
26 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on
27 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be
28 deemed to have been commenced and the Claims legally interposed as of the date hereof for all

1 purposes, including, without limitation, for purposes of any Limitations Period.

2 3. This Agreement will remain in effect during the period from the date hereof until the
3 Expiration Date (the "Tolling Period"), and any extensions thereof. The HOA agrees to waive and
4 shall not assert any defenses against the Trustee or the Debtor's bankruptcy estate based on the
5 passage of time during the Tolling Period as to Claims asserted or alleged by action or proceeding
6 in any court of competent jurisdiction against the HOA on or before the Expiration Date.

7 4. If, after the Tolling Period, a Party brings an action against another, no Party may
8 put forward or rely upon the time that elapses during the Tolling Period in any way in defending
9 against any Claims.

10 5. Nothing herein shall constitute or be deemed to constitute an admission,
11 acknowledgment, waiver or election on behalf of any Party as to any liability or wrongdoing, or the
12 applicability of any Limitations Period, nor shall the tolling of the Limitations Period, as provided
13 herein, serve to revive any Limitations Period that may have expired as of the date hereof. Nothing
14 herein shall constitute or be deemed to constitute an admission or acknowledgment on behalf of
15 any Party as to the existence or viability of any Claims. Moreover, nothing herein shall be deemed
16 a waiver of the automatic or any other stay otherwise in place in the Bankruptcy Case.

17 6. Each of the undersigned represents that he or she has the authority to execute this
18 Agreement on behalf of the Party for whom it is executed.

19 7. This Agreement cannot be offered or received in evidence in any legal action among
20 the Parties except to enforce the terms of the Agreement.

21 8. This Agreement shall be binding upon and inure to the benefit of the Trustee, the
22 HOA, and each of their respective successors and assigns.

23 9. A facsimile or emailed copy of the executed Agreement shall serve as an original.

24 10. Except as expressly provided herein, this Agreement shall not constitute a waiver or
25 release of any rights, claims or defenses by any Party hereto.

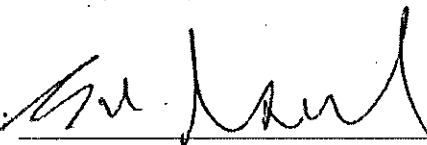
26 11. This Agreement constitutes the entire and integrated agreement of the Parties with
27 respect to the subject matters hereof, and may not be altered, modified or amended, except in a
28 writing signed by the Parties.

1 12. Each Party represents and warrants that it has taken all necessary corporate and legal
2 action required to duly approve the making and performance of this Agreement and that no further
3 action is necessary to make this stipulation binding and legally enforceable, except for the
4 Bankruptcy Court approval contemplated herein, and the undersigned counsel represent and
5 warrant that they have been and are duly authorized by the respective Parties to sign this
6 Agreement on their behalf.

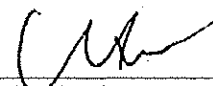
7 13. The Trustee shall lodge an order approving and giving effect to this Agreement.
8

9 IN WITNESS OF THE FOREGOING, the Parties, by and through their counsel, have
10 executed, or caused to be executed, this Agreement as of the date first written above.

11 DANNING, GILL, ISRAEL & KRASNOFF, LLP
12

13 By: 
14 ERIC P. ISRAEL
15 Attorneys for Jeffrey I. Golden, Chapter 7 Trustee for the
16 bankruptcy estate of Jamie Lynn Gallian

17 GOE FORSYTHE & HODGES LLP
18

19 By: 
20 ROBERT P. GOE
21 Attorneys for The Huntington Beach Gables Homeowners
22 Association
23
24
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) October 2, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) October 2, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 2, 2024

Date

Gloria Ramos

Printed Name

/s/ Gloria Ramos

Signature

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- **Bradford Barnhardt** bbarnhardt@marshackhays.com,
bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. De Leest** adeleest@marshackhays.com,
adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com,
rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goefo
rlaw.com
- **Jeffrey I Golden (TR)** lwerner@go2.law,
jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@
ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY U.S. MAIL

The Honorable Scott C. Clarkson
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5130
Santa Ana, CA 92701

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR E-MAIL

By Email:
Jamilie Lynn Gallian jamiegallian@gmail.com

1 ERIC P. ISRAEL (State Bar No. 132426)
elsrael@DanningGill.com
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
3 Los Angeles, California 90067-6006
Telephone: (310) 277-0077
4 Facsimile: (310) 277-5735

5 Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee
6

7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 SANTA ANA DIVISION

10
11 In re
12 JAMIE LYNN GALLIAN,
13
14 Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**FOURTH STIPULATION BETWEEN
THE CHAPTER 7 TRUSTEE AND THE
HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION TO
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

17 This stipulation to toll statutes of limitations (the "Agreement"), dated as of October 1,
18 2024, is entered into by and between Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for
19 the bankruptcy estate of Jamie Lynn Gallian (the "Debtor), on the one hand, and The Huntington
20 Beach Gables Homeowners Association (the "HOA"), on the other hand (collectively the "Parties"
21 and each a "Party").

22 WHEREAS, on July 9, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for
23 relief under Chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy
24 Case No. 8:21-bk-11710-SC (the "Bankruptcy Case"), which case is currently pending in the Santa
25 Ana Division of the United States Bankruptcy Court for the Central District of California, and
26 Jeffrey I. Golden was appointed as the Chapter 7 trustee for the Debtor's bankruptcy estate.

27 WHEREAS, pursuant to Sections 108 and 546 of the Bankruptcy Code, the Trustee may
28 have been required to bring certain claims and causes of action within two years of the Petition

1 Date.

2 WHEREAS, the parties previously tolled the deadline three times, the latest via a
3 stipulation dated April 2, 2024 (*docket no. 389*), and order thereon entered on or about April 9,
4 2024 (*docket no. 391*), the date by which the Trustee may have been required to file certain claims
5 against the HOA was extended to October 9, 2024.

6 NOW, THEREFORE, the Parties agree and stipulate as follows:

7 1. Capitalized terms in this Agreement not defined elsewhere shall have the following
8 meanings:

9 (a) "Claim" and/or "Claims" means any and all debts, duties, obligations,
10 agreements, contracts, promises, covenants, representations, warranties, guaranties, breaches,
11 defaults, damages, injuries, losses, demands, allegations, causes of action, actions, claims for relief,
12 orders, judgments, liens, encumbrances, levies, charges, costs, expenses, attorneys' fees and other
13 claims or liabilities of any kind, whether at law or in equity, whether known or unknown, and
14 whether concealed or revealed that could be asserted by the Trustee or the Debtor's bankruptcy
15 estate against the HOA. Without limiting the foregoing definition, which is intended to be
16 construed as broadly as possible to include any and all claims of any kind or nature, the definition
17 of "Claim" and/or "Claims" includes any and all claims under Sections 542 through 550, inclusive,
18 of the Bankruptcy Code.

19 (b) "Limitations Period" means any statute of limitations, statute of repose,
20 period of prescription, contractual period of limitation, laches, and any other rule or doctrine, at law
21 or in equity, relating to the timeliness of any Claim(s).

22 2. The running of any Limitations Period that would otherwise apply to any Claims
23 that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby tolled
24 through April 9, 2025 (the "Expiration Date") and the HOA hereby waives the invocation of any
25 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or
26 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on
27 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be
28 deemed to have been commenced and the Claims legally interposed as of the date hereof for all

1 purposes, including, without limitation, for purposes of any Limitations Period.

2 3. This Agreement will remain in effect during the period from the date hereof until the
3 Expiration Date (the "Tolling Period"), and any extensions thereof. The HOA agrees to waive and
4 shall not assert any defenses against the Trustee or the Debtor's bankruptcy estate based on the
5 passage of time during the Tolling Period as to Claims asserted or alleged by action or proceeding
6 in any court of competent jurisdiction against the HOA on or before the Expiration Date.

7 4. If, after the Tolling Period, a Party brings an action against another, no Party may
8 put forward or rely upon the time that elapses during the Tolling Period in any way in defending
9 against any Claims.

10 5. Nothing herein shall constitute or be deemed to constitute an admission,
11 acknowledgment, waiver or election on behalf of any Party as to any liability or wrongdoing, or the
12 applicability of any Limitations Period, nor shall the tolling of the Limitations Period, as provided
13 herein, serve to revive any Limitations Period that may have expired as of the date hereof. Nothing
14 herein shall constitute or be deemed to constitute an admission or acknowledgment on behalf of
15 any Party as to the existence or viability of any Claims. Moreover, nothing herein shall be deemed
16 a waiver of the automatic or any other stay otherwise in place in the Bankruptcy Case.

17 6. Each of the undersigned represents that he or she has the authority to execute this
18 Agreement on behalf of the Party for whom it is executed.

19 7. This Agreement cannot be offered or received in evidence in any legal action among
20 the Parties except to enforce the terms of the Agreement.

21 8. This Agreement shall be binding upon and inure to the benefit of the Trustee, the
22 HOA; and each of their respective successors and assigns.

23 9. A facsimile or emailed copy of the executed Agreement shall serve as an original.

24 10. Except as expressly provided herein, this Agreement shall not constitute a waiver or
25 release of any rights, claims or defenses by any Party hereto.

26 11. This Agreement constitutes the entire and integrated agreement of the Parties with
27 respect to the subject matters hereof, and may not be altered, modified or amended, except in a
28 writing signed by the Parties.

1 12. Each Party represents and warrants that it has taken all necessary corporate and legal
2 action required to duly approve the making and performance of this Agreement and that no further
3 action is necessary to make this stipulation binding and legally enforceable, except for the
4 Bankruptcy Court approval contemplated herein, and the undersigned counsel represent and
5 warrant that they have been and are duly authorized by the respective Parties to sign this
6 Agreement on their behalf.

7 13. The Trustee shall lodge an order approving and giving effect to this Agreement.
8

9 IN WITNESS OF THE FOREGOING, the Parties, by and through their counsel, have
10 executed, or caused to be executed, this Agreement as of the date first written above.

11 DANNING, GILL, ISRAEL & KRASNOFF, LLP
12

13
14 By: 

ERIC P. ISRAEL

15 Attorneys for Jeffrey I. Golden, Chapter 7 Trustee for the
16 bankruptcy estate of Jamie Lynn Gallian

17 GOE FORSYTHE & HODGES LLP
18

19
20 By: 

ROBERT P. GOE

21 Attorneys for The Huntington Beach Gables Homeowners
22 Association
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28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 2, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service Information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) October 2, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service Information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service Information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 2, 2024

Date

Gloria Ramos

Printed Name

/s/ Gloria Ramos

Signature

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- **Bradford Barnhardt** bbarnhardt@marshackhays.com,
bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. De Leest** adeleest@marshackhays.com,
adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com,
rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com
- **Jeffrey I Golden (TR)** lwerner@go2.law,
jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustregion16.sa.ecf@usdoj.gov

2. SERVED BY U.S. MAIL

The Honorable Scott C. Clarkson
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5130
Santa Ana, CA 92701

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR E-MAIL

By Email:

Jamie Lynn Gallian

jamiegallian@gmail.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

EXHIBIT 5

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Eric P. Israel (State Bar No. 132426) <i>eisrael@DanningGill.com</i> Danning, Gill, Israel & Krasnoff, LLP 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067-6006 Tel.: (310) 277-0077 Fax: (310) 277-5735</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Jeffrey I. Golden, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</p>	
<p>In re:</p> <p>JAMIE LYNN GALLIAN,</p> <p>Debtor(s)</p>	<p>CASE NO.: 8:21-bk-11710-SC CHAPTER: 7</p> <p>NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: (title of motion¹): <u>FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS (458)</u></p>

PLEASE TAKE NOTE that the order titled ORDER APPROVING FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS was lodged on (date) OCTOBER 2, 2024 and is attached. This order relates to the motion which is docket number 458.

¹ Please abbreviate if title cannot fit into text field

EXHIBIT "A"

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1 ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
3 Los Angeles, California 90067-6006
Telephone: (310) 277-0077
4 Facsimile: (310) 277-5735

5 Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee
6

7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 SANTA ANA DIVISION

10
11 In re
12 JAMIE LYNN GALLIAN,
13
14 Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**ORDER APPROVING FOURTH
STIPULATION BETWEEN THE
CHAPTER 7 TRUSTEE AND THE
HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION TO
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

17
18 On or about October 2, 2024, Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for
19 the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), filed his fourth stipulation to toll
20 statutes of limitations (*docket no. 458*) (the "Stipulation"), with The Huntington Beach Gables
21 Homeowners Association (the "HOA").

22 The Court having read and considered the Stipulation; good cause appearing therefor; it is
23 hereby

24 ORDERED THAT:

- 25 1. The Stipulation is approved.
- 26 2. Without limiting the terms of the Stipulation, the running of any Limitations Period
27 (as defined in the Stipulation) that would otherwise apply to any Claims (as defined in the
28 Stipulation) that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby

1 tolled through April 9, 2025 (the "Expiration Date") and the HOA waives the invocation of any
2 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or
3 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on
4 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be
5 deemed to have been commenced and the Claims legally interposed as of the date hereof for all
6 purposes, including, without limitation, for purposes of any Limitations Period.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 16222 Monterey Ln. Unit 378.

A true and correct copy of the foregoing document entitled: will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below: **OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-0116055 FILED BY HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION AGAINST DEBTOR WAS DISMISSED AGAINST DEBTOR REGARDING UNIFORM VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGUST 7, 2024 DOC 465; DECLARATION OF JAMIE LYNN GALLIAN**

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) October 3, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: ☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.


3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 3, 2024
Date

JOSEPH CLARK
Printed Name


Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- **Bradford Barnhardt** bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. De Leest** adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com
- **Jeffrey I Golden (TR)** lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

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The Honorable Scott C. Clarkson
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5130
Santa Ana, CA 92701

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